

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

In re: SHAVON PARKER)	
<u>Debtor(s)</u>)	
)	CHAPTER 13
MERCEDES-BENZ VEHICLE TRUST)	
SUCCESSOR IN INTEREST TO)	Case No.: 25-10932 (AMC)
DAIMLER TRUST)	
<u>Moving Party</u>)	
)	Hearing Date: 7-22-25 at 11:00 AM
v.)	
)	11 U.S.C. 362
SHAVON PARKER)	
<u>Respondent(s)</u>)	
)	
KENNETH E. WEST)	
<u>Trustee</u>)	

**STIPULATION OF SETTLEMENT OF MOTION OF MERCEDES-BENZ TRUST FOR
RELIEF FROM THE AUTOMATIC STAY**

This matter having been brought before the Court on a Motion For Relief From The Automatic Stay by William E. Craig, Esquire, attorney for Mercedes-Benz Vehicle Trust successor in interest to Daimler Trust ("Mercedes-Benz"), and the Debtor having opposed such motion through her counsel, Michael A. Cibik, Esquire, and the parties having resolved said Motion as hereinafter set forth and by the agreement of all counsel the parties hereby stipulate;

1. That Mercedes-Benz is the owner and lessor of a 2023 Mercedes-Benz CLA250 bearing vehicle identification number W1K5J4HB6PN336867.
2. That with the entry of this Order the Debtor has assumed the Lease.
3. That the Debtor is to pay counsel fees and costs for the instant Motion in the amount of \$449.00 by making her regular monthly payment of \$999.87 plus an additional \$74.83 (total payment of \$1,074.70) per month for the months of August 2024 through January 2025 directly to Mercedes-Benz. The Debtor is to make a regular monthly payment for July 2025.
4. That commencing July 2025, if the Debtor fails to make any payment to Mercedes-Benz within thirty (30) days after it falls due, Mercedes-Benz may send, via electronic mail to Debtor's attorney and regular mail to the Debtor, written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court

and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.

5. That the Debtor must maintain insurance on the vehicle. The vehicle must have full comprehensive and collision coverage with deductibles not exceeding \$500.00 each. Mercedes-Benz/Daimler must be listed as loss payee. If the Debtor fails to maintain valid insurance, or fails to provide proof of same upon request, Mercedes-Benz may send, via electronic mail to Debtor's attorney and regular mail to the Debtor, written notice of default of this Stipulation. If the default is not cured within ten (10) days of the date of the notice, counsel may file a Certification of Default with the Court and serve it on all interested parties, and the Court shall enter an Order granting relief from the automatic stay.
6. That upon lease maturity, the Debtor must either surrender the vehicle or purchase it in accordance with the lease end purchase option. At lease end, Mercedes-Benz shall be entitled to immediate stay relief and may repossess (if necessary) and sell said vehicle without further application to the Court. The terms of this paragraph are deemed to be self-executing in nature.
7. That the parties agree that a facsimile signature shall be considered an original signature.

We hereby agree to the form and entry of this Order:

By: /s/ Michael A. Cibik, Esquire
Michael A. Cibik, Esquire
Attorney for the Debtor

/s/ William E. Craig
William E. Craig, Esquire
Attorney for Mercedes-Benz Vehicle Trust
successor in interest to Daimler Trust